TATA

TATA CHEMICALS LIMITED

Terms & Conditions of e-Auction for Sale of Anthracite, Coke Breeze & discarded Pet Coke

1. **Eligibility:**

Any citizen of India can participate in e-Auction for procurement of coal by-products.

2. **Registration:**

2.1 Before participation in the e-Auction, the intending bidders shall be required to get them registered with Mjunction Services Limited, by submitting an application in the prescribed format available on the Website of Mjunction Services Limited.

2.2 After the registration, the bidders will have an auto generated "Unique User ID" & a "password" based on which they can log in. Details of the registration process with Mjunction Services Limited will be available in their website.

2.3 Mjunction Services Limited shall issue "Photo Identity Card" to the bidders duly authenticating the identity & signature, indicating a "Unique Registration Number" allotted to them.

2.4 Only one registration will be done against one PAN number. However, based on more than one independent valid sales tax registration, more than one registration against a PAN Number can be considered. In such cases, the details of valid sales tax registration will be indicated in each 'Photo Identity Card'.

2.5 All bidders registered with Mjunction Services Limited shall also have to furnish non-interest bearing Earnest Money Deposit (EMD) at the rate of **Rs.200/-** per tonne, with Mjunction Services Limited for participating in the e-Auction.

3. **Notification:**

3.1 Tata Chemicals would draw program and intimate Mjunction Services Limited accordingly for hoisting the same on their websites.

3.2 The minimum quantity (Anthracite, Coke Breeze) for bidding would be 500 tonnes and then in multiples of 500 tonnes for a source for dispatches by Road.

The minimum quantity (discarded Pet Coke) for bidding would be 300 tonnes and then in multiples of 300 tonnes for a source for dispatches by Road

4. **Bidding Process**

4.1 The bidders shall be required to record their acceptance after login, of the Terms & Conditions of the e-auction before participation in the actual Bidding Process.

4.2 Material will be sold on 'as is where is' basis. Before participating in e-Auction, bidders are to satisfy themselves with the quality of Material being offered from a source. Bids will be deemed to have been made on the clear understanding that intending bidders have satisfied themselves fully in regard to the nature, condition, quality and quantity of Material upon inspection.

4.3 Prospective Bidders are entitled to Bid for the quantity to the extent of amount of EMD which is available with Mjunction Services Limited in the bidder's account at the time of bidding.

4.4 The Buyers while bidding shall quote their "Bid price" per tonne in Indian Rupee as base price for product offered at source basis, exclusive of statutory taxes as applicable at the time of delivery. These charges as well as freight etc. shall be on the Buyers' account.

4.5 The bidder has to bid for a price equal to or above the reserve price to secure consideration in the concerned e-Auction.

4.6 The date, time and period of e-Auction as notified in advance including closing time on portal of Mjunction Services Limited shall be adhered to but for the event of force majeure. However, the closing time of e-Auction will be automatically extended up to last Bid time, plus 5 minutes, so that opportunity is given to other Bidders for making an improved Bid on that item.

4.7 The Bidder shall offer his Bid price (per tonne) in the increment of Rs.10/- (Rupees ten) during the Normal e-Auction period. During the extended period of first two (2) hours, the Bidder shall offer his Bid

price in the increment of Rs.20/-. Beyond this extended period of two hours the bid price increment would be Rs. 50/- (Rs.Fifty) only.

4.8 While maintaining the secrecy of Bidder's identity, the web site shall register and display on screen the lowest successful Bid price at that point of time. The system will not allow a Bidder to Bid in excess of his entitled quantity as per his EMD. However once a Bidder is out-bided by another (in part or full) the particular Bidder shall become eligible for making an improved Bid.

4.9 Following criteria would be adopted in deciding the successful bidders:-

(a) Precedence will be accorded to the highest bid price in the descending order (H1, H2, H3 and so on) as long as the offered quantity is available for allocation.

(b) If two or more buyers bid the same highest price, precedence for allotment will be accorded to the buyer who has placed the bid for the higher quantity.

(c) In case two or more buyers bid the same price and the same quantity, precedence will be given to the buyer who has accorded his bid first with reference to time.

5. **Post e-Auction process:**

5.1 Each successful bidder will be intimated through SMS by Mjunction Services Limited upon price approval by client. Such price approval / rejection would be confirmed within 30 calendar days from closure of auction. However, it will be the responsibility of the bidder to personally see and download the result displayed on website, from the "lot confirmation" link.

5.2 The successful bidders after the e-Auction will be required to deposit total material value + applicable taxes with Tata Chemical Ltd within a period of **five working days**, from date of intimation of price approval.

5.3 EMD of successful bidder corresponding to successful bid quantity shall be transferred to Tata Chemicals Ltd by Mjunction Services Limited within 48 working hrs from the e-Auction closure / price approval.

5.4 Tata Chemicals Limited reserves the right to cancel the allotment and forfeit the Earnest Money in case of any noncompliance to the terms & conditions.

6. **Terms of Payment:**

6.1 The successful bidders shall have to deposit material value for successful bid quantity along with applicable taxes (in full) with Tata Chemicals Limited. For availing any tax exemption, the successful bidders need to request for refunds directly from Tata Chemicals Limited on submission of relevant documents.

6.2 EMD amount shall not be treated as an adjustment towards the material value payment but would stand converted into a 'Security Deposit' for performance of the bidders towards completion of the said transaction.

6.3 The above security deposit (as converted from the EMD amount) would be refunded only after completion of lifting of the auctioned commodity. However, in the event of default in performance by the bidder, the provision of forfeiture of the 'Security Deposit' (as converted from the EMD) as stipulated, would be applicable.

6.4 In case of successful bidders, if the material value payment is deposited for less than the allotted quantity, Tata Chemicals Limited shall accept the payment for the said amount and forfeit the EMD for the failed quantity.

6.5 The material value payment can be made through a Demand Draft issued in favor of "Tata Chemicals Limited" payable at Mithapur. Alternately, the successful bidder can also deposit the material value through RTGS to below mentioned Bank Account.
Bank : HDFC Bank
Branch : Mumbai
A/c. No. : 00600310001459
A/c. Type : Current
RTGS/IFSC Code : HDFC0000240

6.6 The successful bidders shall have to deposit coal value for successful bid quantity alongwith + other charges + applicable taxes (in full) with Tata Chemicals Ltd. The applicable tax details are appended below:

- For Under size Antracite breeze – Basic + 6%Ed +2% cess+1% edu cess+5%VAT +1% TCS
- For Under Size coke breeze - Basic + 6%Ed +2% cess+1% edu cess+5%VAT +1% TCS
- For Discarded pet coke - Basic +14%Ed +2% cess+1% edu cess+5%VAT +1% TCS

For availing any tax exemption, the successful bidders needs to request for refunds directly from Tata Chemicals Ltd on submission of relevant documents

7. Procedure of Material Delivery

7.1 The successful bidder will be required to furnish 1) Sale intimation letter 2) Photocopy of Bidder ID card to Tata chemicals for taking the delivery of the material. The successful bidder has to submit the option before the issue of the Sale / Delivery Order for movement of the Material “within state” or “outside state” and the Sale / Delivery Order would indicate the same accordingly.

7.2. Tata Chemicals will demarcate and specify the area for lifting the material within its premises. The successful bidder has to send trucks only at the demarcated area. No segregation of material from defined lot would be allowed in any case.

7.3 The validity period to complete lifting of coal products by road shall be **30** days from the date of issue of Sale/Delivery Order for quantities upto 1000 Mt and the validity period to complete lifting of coal products by road shall be **45** days from the date of issue of Sale/Delivery Order for quantities beyond 1000 Mt. No extension of validity will be allowed in any case.

7.4 The weighment at the loading end shall be final and binding for all commercial purposes.

7.5 The respective successful bidders will be responsible for placement of trucks and transportation.
Overloading beyond truck registered capacity is strictly not allowed.
Drivers of the vehicle will be required to carry valid driving licenses as well as vehicle related valid registration and insurance documents. The authorized representative must carry valid authority letter along with photocopy of Identity Card issued by mjunction Services Limited.

7.6 Delivery of material will be given only between 08.30 AM and 16.30 PM on any working day of the company. No material loading on Sunday and public holidays.

7.7 Tata Chemicals Ltd will not be responsible for loading of material into Trucks and the prices are FOR Mithapur

8. Refund of EMD for Unsuccessful bidders

In case of unsuccessful bidders, EMD shall be refunded by Mjunction Services Limited after the auction is over, on the bidder's request. However, if no such request is received Mjunction Services Limited will retain the EMD for participation in e-Auction in future.

9. Forfeiture of EMD

The EMD submitted by the successful Bidders will be liable for forfeiture in the following cases:

9.1 If after completion of e-Auction, a successful bidder fails to make payment for the Material value including all other charges within the stipulated time, the proportionate EMD equivalent to the failed quantity shall be forfeited.

9.2 If the successful bidders does not lift the booked quantity within the stipulated validity period, the proportionate Security Deposit @ **Rs. 200/-** per Tonne (as converted from the EMD amount) for the unlifted quantity would be forfeited. Such forfeiture, however, would not take place if Tata Chemical has failed to offer full or part of the successful bid quantity within the validity period. In cases where the balance quantity in defined lot is less than 10 Ton, no EMD forfeiture will take place.

10. Refund against the Material value payment

The balance material value of the unlifted quantity after the expiry of the validity period and completion of required commercial formalities shall be refunded subject to forfeiture of EMD if required, in terms of the forfeiture clause as above.

11. General Terms & Conditions

11.1 All terms and conditions of Scheme are subject to force majeure conditions as applicable.

11.2 Bidders must always ensure to keep their email address valid. In any case Buyers can not be absolved from fulfilling the responsibility of compliance of any of the terms and conditions herein including payment terms due to non-receipt of emails from Mjunction Services Limited.

11.3 Bidders must be extremely careful to avoid any error in bidding (whether typographical or otherwise) and they are fully responsible to check and rectify their bid before submitting their Bid into the live e-

Auction floor by clicking the “Bid” button. During the auction if the incremental bid price is more than 50% of the immediate preceding bid price, then the system will seek a re-confirmation from the Bidder before the bid is registered.

11.4 There is no provision for bidding in decimals. The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding by him) and no complaint /representation will be entertained by Mjunction Services Limited/Tata Chemicals Limited in this regard.

11.5 The decision of Officer In -Charge- Tata Chemicals Limited in matters related to this e-Auction shall be final and binding on the bidders / Buyers.

11.6 Quantity mentioned in notice is only indicative and may undergo a change depending on factors like actual production of Material, bottlenecks in transportation etc.

11.8 Tata Chemicals Limited / Mjunction Services Limited reserve the right to cancel the sale of Material under this e-Auction from any source / location in part or whole at any stage at its sole discretion without assigning any reason thereof and no party shall have any right whatsoever to raise any claim in that regard on that count.

11.9 Tata Chemicals Limited reserves their rights to amend/modify and revise the terms and conditions contained herein in full or in part at any point of time and no party shall have any right whatsoever to raise any claim in that regard on that count.

11.10 Sale under each e-Auction shall be an individual, independent, unique and complete transaction.

11.11 In the event of any dispute, Bidder / Buyer is necessarily required to represent in writing to the Officer Incharge – Tata Chemicals, who would deal with the same in a period of one month from such representation. Any interpretation of any clause of this will be subject to clarification by Tata Chemicals Limited, which will be deemed as firm and final. All disputes arising out of this terms & conditions or in relation thereto in any form whatsoever shall be dealt exclusively by way of arbitration in terms of the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted at a place to be notified by Tata Chemicals. The arbitrator shall be appointed by Tata Chemicals upon written request in this behalf. The award rendered by the Arbitrator shall be final and binding on the parties.

11.12 Successful bidders/buyers will be allowed to lift the material only from the area ear marked at the source / delivery point. No selection of material will be permitted inside Tata Chemicals premises.

11.13 Bidders/Buyers shall follow all SAFETY RULES AND REGULATIONS of the company. The workmen deployed should wear all safety equipment such as safety helmets, goggles, safety shoes, hand gloves as per the requirement of the job. All trucks deployed by successful bidders for transportation purpose shall abide safety guidelines for transporting material. All lifting tools should be tested as per the Form-10 procedure. Max 8 workmen can be deployed to facilitate loading and transportation within company premises.

11.14 Bidders/Buyers to ensure that the vehicles engaged by them are in good condition. In case of failure or lapse on the part of the driver any compensation payable or repairing cost of any building or equipment shall be borne by the Buyers/Bidders. Vehicle must have valid PUC, reverse horn and side light/indicators.

11.15 Placement of truck details should be informed to ISMS department in advance on daily basis. Dumpers and trucks to be engaged by bidders/buyers are required to be weighed both before and after lifting materials at the source / delivery point weigh bridge. In case if the weigh bridge is under break down then trucks/dumpers may be diverted to any other TCL or Public weighbridge.